

# ***EXHIBIT 7***

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF WEST VIRGINIA  
AT CLARKSBURG**

**THE KAY COMPANY, LLC; H. DOTSON  
CATHER, Trustee of Diana Goff Cather Trusts;  
and JAMES E. HAMRIC III, and all other  
persons and entities similarly situated,**

**Plaintiffs,**

**CIVIL ACTION NO. 1:13-cv-151  
JUDGE JOHN PRESTON BAILEY**

**v.**

**EQT PRODUCTION COMPANY; EQT  
CORPORATION; EQT ENERGY, LLC; EQT  
INVESTMENT HOLDINGS, LLC; EQT  
GATHERING, LLC; and EQT MIDSTREAM  
PARTNERS, LP,**

**Defendants.**

**AFFIDAVIT OF MICHAEL BARBOUR**

Comes the affiant, having been duly sworn, and deposes and states as follows:

1. My name is Michael Barbour. I am employed within the EQT Production Company ("EQT Production Company") as a Division Order Supervisor. I am over 21 years of age, of sound mind, and capable of making this Affidavit. I am fully competent to testify to the matters stated herein and I have personal knowledge of the facts set forth herein.
2. EQT Production Company has not taken any deductions from royalty payments to James E. Hamric III since 2007.
3. There is a lease for which the Dianna Goff Cather Trust (Lease No. 715367) which has a flat rate royalty provision. The Trust has been mistakenly paid a percentage royalty on one of the wells on the lease although no new wells have

been drilled on the lease or the well has not been deepened or converted to allow for production of oil or gas from another formation since the enactment of W. Va. Code § 22-6-8. Likewise, none of the named Plaintiffs have flat leases that have been converted pursuant to W. Va. Code § 22-6-8.

4. Whether or not EQT Production Company takes deductions from a lessors' royalty payment depends on the language of their individual lease.
5. There are individual instances where leases allow deduction of certain types of expenses in calculating royalty but prohibit deduction of other expenses. There are also individual instances where leases limit the amount of deductions taken in calculating royalty to a particular amount.
6. I have reviewed royalty payment information for the named Plaintiffs in this action and no deductions have been taken in calculating royalty payments for any oil produced from their leases.

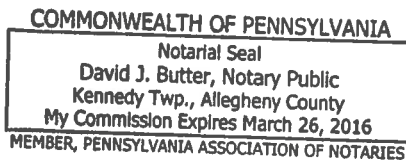
FURTHER THE AFFIANT SAYETH NAUGHT.

Michael Barbour

Michael Barbour

Taken, subscribed to and sworn before, a notary public, on the 14<sup>th</sup> day of December, 2015.

My commission expires: MARCH 26, 2016.



David J. Butter  
Notary Public